

UNIVERSITY OF THE STATE OF NEW YORK  
STATE EDUCATION DEPARTMENT  
PEEKSKILL CITY SCHOOL DISTRICT  
COUNTY OF WESTCHESTER, NEW YORK

-----X  
In the Matter of Charges Preferred by  
JAMES WILLIS, Superintendent of Schools of the  
PEEKSKILL CITY SCHOOL DISTRICT,

SETTLEMENT  
AGREEMENT AND  
GENERAL RELEASE

Charging Party,

-against-

FRANK COLOMBINI, a Tenured Employee of the  
PEEKSKILL CITY SCHOOL DISTRICT,  
Pursuant to Section 3020-a of the New York State  
Education Law,

Respondent.

-----X

This is an Agreement by and between FRANK COLOMBINI (hereinafter referred to as "MR. COLOMBINI" or "RESPONDENT"), a tenured guidance counselor employed by the PEEKSKILL CITY SCHOOL DISTRICT, JAMES WILLIS, individually and in his official capacity as SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SUPERINTENDENT" or "RELEASEE"), and the BOARD OF EDUCATION of the PEEKSKILL CITY SCHOOL DISTRICT, individually and in their official capacity, including, but not limited to Joseph Urbanowicz, Michael Simpkins, Lisa Aspinall-Kellawon, Lisbeth Bock, Douglas Glickert, Tuesday McDonald, and Colin Smith (hereinafter occasionally referred to as "DISTRICT", "BOARD" or "RELEASEE"), and

**WHEREAS**, on April 8, 2013, the DISTRICT preferred certain charges against MR. COLOMBINI pursuant to Section 3020-a of the Education Law of the State of New York; and

**WHEREAS**, the filing of said charges commenced a disciplinary proceeding pursuant to said Section 3020-a of the Education Law against MR. COLOMBINI; and

**WHEREAS**, the parties are desirous of resolving their differences and avoiding further litigation, and the parties have had all the terms and conditions of this Stipulation clearly explained, and now freely consent to enter into this stipulation, such consent not having been induced by fraud, duress or any other undue influence; and

**WHEREAS**, the parties have been and are represented by counsel, have had all the terms and conditions of this settlement agreement and general release clearly explained, and now freely consent to enter into this settlement agreement and general release, such consent not having been induced by fraud, duress, or any other undue influence, and

**WHEREAS**, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed, and,

**WHEREAS**, (i) MR. COLOMBINI has been represented by and has consulted with legal counsel of his choice; (ii) has been given a reasonable period within which to consider this settlement agreement and general release ("Agreement"); and (iii) understands that in executing this Agreement he, *inter alia*, giving up any and all rights and claims which he has, or may have had in law or in equity under all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under tort law, or which were or could have been alleged by him,

**NOW, THEREFORE,** in consideration of the said mutual undertakings and promises contained in this Agreement and other good and valuable considerations, the parties agree and covenant as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.

2. MR. COLOMBINI hereby waives any and all rights accorded to him under the Education Law and the Regulations of the Commissioner of Education concerning his separation from employment as a tenured guidance counselor, except for those rights he may retain under Education Law Sections 3023, 3028 and 3811.

3. MR. COLOMBINI herewith tenders his irrevocable resignation for purposes of retirement from his tenured position as a guidance counselor of the PEEKSKILL CITY SCHOOL DISTRICT. Said resignation for purposes of retirement shall be effective on July 1, 2013. His irrevocable letter of resignation for purposes of retirement is attached hereto as Exhibit "A." For the period between the date of execution of this Agreement through June 30, 2013, the following shall be applicable:

a. MR. COLOMBINI shall remain on administrative reassignment to Central Office through June 30, 2013.

b. MR. COLOMBINI shall continue to be paid his regular salary in effect from the date of execution of this Agreement until his resignation on June 30, 2013.

c. Effective July 1, 2013, as a retiree, MR. COLOMBINI shall be entitled to all of the contractual retiree benefits outlined in the collective bargaining agreement between the Peekskill City School District and the Peekskill Faculty Association. Further, the notice requirement detailed in Article XXII(B)(9) shall be waived in order to allow MR. COLOMBINI to access his accumulated sick days for use in paying for any health insurance into retirement.

d. Effective July 1, 2013, MR. COLOMBINI acknowledges that he has, by this Agreement, relinquished all right, title and interest in any position of the PEEKSKILL CITY SCHOOL DISTRICT, including, but not limited to the position and title of Guidance Counselor.

e. Upon reasonable notice from MR. COLOMBINI, the DISTRICT shall afford MR. COLOMBINI an opportunity, after working hours, to collect any personal belongings which remain on DISTRICT property in his office. A representative from the DISTRICT shall accompany MR. COLOMBINI during the period he collects his personal belongings. MR. COLOMBINI shall be permitted to request the presence of a union representative during the period he collects his personal belongings.

4. MR. COLOMBINI agrees that he will not apply for any vacancy and/or accept a position of employment in the PEEKSKILL CITY SCHOOL DISTRICT that exists as of the date of execution of this Agreement, or that may exist at any time thereafter.

5. The DISTRICT agrees to withdraw the pending charges with prejudice and duly notify the State Education Department (SED) that the charges have been withdrawn with prejudice.

6. MR. COLOMBINI covenants that he has not filed any action, complaint, proceeding, charge, grievance or arbitration or any other proceeding, administrative or judicial, against the DISTRICT. MR. COLOMBINI hereby covenants and agrees not to file any action, complaint, proceeding, charge, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the DISTRICT in any court of law, admiralty or equity or before any administrative agency or arbitrator seeking damages or other remedies on MR. COLOMBINI's own behalf, with respect to his relationship with the DISTRICT, his employment with the DISTRICT, his separation from employment from the DISTRICT, or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claim concerns an allegation that the DISTRICT has failed to comply with any obligations created by this Agreement. The DISTRICT herewith withdraws all pending actions, complaints, proceedings, charges, grievances or arbitrations or any other proceedings, administrative or judicial, which have been brought against MR. COLOMBINI in any court of law, admiralty or equity or before any administrative agency or arbitrator seeking damages or other remedies on the DISTRICTS' own behalf, with respect to MR. COLOMBINI's relationship with the DISTRICT, his employment with the DISTRICT, his separation from employment from the DISTRICT, or respecting any matters which were or could have been claimed, or

otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claim concerns an allegation that MR. COLOMBINI has failed to comply with any obligations created by this Agreement. Notwithstanding the foregoing, MR. COLOMBINI understands that currently there is an active criminal investigation commenced by the Westchester County District Attorney's Office concerning his alleged actions. To that extent, the DISTRICT intends to continue to fully cooperate with said investigation. Further, once the within Settlement Agreement and General Release is fully executed by all parties and approved by the Board of Education, the DISTRICT shall forthwith notify the Westchester County District Attorney's Office that the Education Law §3020-a administrative proceeding has been resolved.

7. Notwithstanding the foregoing paragraph "3" the parties specifically agree that there shall be no additional monies paid to MR. COLOMBINI in connection with this Settlement Agreement and General Release and/or her separation from employment for purposes of retirement with the PEEKSKILL CITY SCHOOL DISTRICT.

8. Mr. COLOMBINI denies all of the charges brought against him by the District pursuant to Education Law Section 3020-a. Furthermore, both parties do not admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and are entering into this Agreement solely for the purposes of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between the DISTRICT and MR. COLOMBINI, and (b) avoiding the attorneys' fees and other expenses that will result from continued litigation. No findings of any kind have been

made or issued by any mediator, arbitrator, administrative agency or court of law, and MR. COLOMBINI acknowledges that he is not the prevailing party in any action which he has filed against the DISTRICT, or in any action or putative action which may have been filed against him.

9. For purposes of this Agreement the word "RELEASEES" shall include the PEEKSKILL CITY SCHOOL DISTRICT, its members, officers, employees, agents, and independent contractors, the SUPERINTENDENT of the PEEKSKILL CITY SCHOOL DISTRICT, individually and in his official capacity, the BOARD OF EDUCATION OF THE PEEKSKILL CITY SCHOOL DISTRICT, its members, individually and in their official capacity, including, but not limited to Joseph Urbanowicz, Michael Simpkins, Lisa Aspinall-Kellawon, Lisbeth Bock, Douglas Glickert, Tuesday McDonald, and Colin Smith, its officers, employees, agents, and independent contractors.

10. MR. COLOMBINI expressly understands and agrees that the payments to and benefits received by MR. COLOMBINI pursuant to this Agreement shall be in lieu of any and all other amounts to which MR. COLOMBINI might be entitled from the DISTRICT as of the date of his execution of this Agreement and, without limiting the generality of the foregoing, except as hereinafter provided, MR. COLOMBINI hereby expressly waives any right or claim that he may have or may assert to employment or reinstatement to employment, or to payment for salary, back pay, interest, bonuses, damages, accrued vacation, accrued sick leave, accrued personal days, disability benefits, thrift savings plan contributions or benefits, education benefits, overtime,

compensatory time, outplacement, severance pay, attorneys' fees, disbursements and/or costs of suit unless specifically set forth in this Agreement.

11. MR. COLOMBINI, for and in consideration of the payment made by the DISTRICT as set forth herein and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge the PEEKSKILL CITY SCHOOL DISTRICT and RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under state or federal contract or tort law against RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which he, his heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement, except a claim that RELEASEES have failed to comply with any obligations created by this Agreement.

Without limiting the generality of the foregoing, MR. COLOMBINI agrees that he knowingly and voluntarily waives all rights he has or may have (or that of anyone on his



behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against RELEASEES, whether an individual or class action, with any administrative agency, court or other forum, including, but not limited to claims brought under the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Pregnancy Discrimination Act of 1978, 42 U.S.C. §2000e(k), the Civil Rights Act of 1991, Pub. L. No. 102-166, 105 Stat. 1071 (1991), 42 U.S.C. §1981, the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the National Labor Relations Act, 29 U.S.C. §151 *et seq.*, the Equal Pay Act of 1963, 29 U.S.C. §206(d), the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et seq.*, Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, the New York State Human Rights Law, N.Y. Executive Law §290 *et seq.*, Title IX, 20 U.S.C. §1681 *et seq.*, the New York Civil Rights Law, N.Y. Civil Rights Law §79-e *et seq.*, the New York Equal Pay Law, N.Y. Labor Law §§194-198, the New York Workers' Compensation Law, N.Y. Workers' Compensation Law §1 *et seq.*, under any and all other federal, state and local equal employment, fair employment and civil or human rights law (whether statutory, regulatory or decisional), under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (e.g., assault, battery, false imprisonment, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful termination, negligent hiring, supervision and/or retention, conversion, interference with contract, abusive discharge)

and under any and all federal, state and local laws relating to employment and/or gender discrimination, pregnancy discrimination, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

12. MR. COLOMBINI specifically agrees that he knowingly and voluntarily releases and forever discharges, and by this instrument does release and forever discharge the PEEKSKILL CITY SCHOOL DISTRICT and RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims"), including, but not limited to claims brought under the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, as amended by the Older Worker Benefit Protection Act, which were or could have been alleged by MR. COLOMBINI, his heirs, executors, administrators, successors and assigns up until the date of execution of this Agreement. To comply with the Older Workers Benefit Protection Act of 1990 (OWBPA), this Agreement and Release has advised MR. COLOMBINI of the legal requirements of the Act, and fully incorporates the legal requirements by reference into this Agreement as follows:

- a) MR. COLOMBINI understands the terms of this Agreement;
- b) MR. COLOMBINI has been advised of his right to consult with an attorney to discuss the terms of this Agreement, and specifically acknowledges that he has fully discussed the terms of this Agreement with legal counsel of his own choosing and understands

the meaning and effect of his waiver of all rights and claims under the ADEA;

- c) MR. COLOMBINI does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d) MR. COLOMBINI is receiving consideration beyond anything of value to which he is already entitled in exchange for his execution of this Agreement;
- e) MR. COLOMBINI acknowledges that RELEASEES have afforded him the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f) The parties acknowledge that MR. COLOMBINI may revoke this Agreement within seven (7) days after the Agreement has been executed by all parties and that the Agreement shall not become effective until the eighth (8<sup>th</sup>) day after the execution of this Agreement. In the event MR. COLOMBINI chooses to exercise his option to revoke this Agreement, MR. COLOMBINI shall notify the DISTRICT CLERK in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

13. This Agreement shall not be effective or binding upon MR. COLOMBINI and/or the DISTRICT unless and until it is approved by the BOARD, by formal resolution.

14. MR. COLOMBINI's letter of resignation for purposes of retirement which letter shall not be subject to reconsideration or recall by MR. COLOMBINI, shall be held by the DISTRICT in escrow, pending final approval by the BOARD of this proposed Agreement and, in the event that the BOARD declines to approve the same, MR. COLOMBINI's resignation and this Agreement shall be of no force and effect.

15. MR. COLOMBINI represents and acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys for RELEASEES, to influence him to sign this Agreement, except such statements as are expressly set forth herein.

16. MR. COLOMBINI acknowledges and agrees that he has been given a sufficient time period within which to consider this Agreement, that he has read this Agreement, that he has fully discussed the terms of this Agreement with legal counsel of his own choosing and that he has fully reviewed with legal counsel the claims and rights which are being released and his obligations under this Agreement. MR. COLOMBINI further acknowledges and agrees that, in deciding to execute this Agreement, he has had the opportunity to ask any questions that he may have of anyone, including legal counsel and other personal advisors of his own choosing, that he has consulted with legal counsel and personal advisors of his own choosing, and that he has executed this Agreement freely, voluntarily, and of his own will, and with full and complete understanding of its terms and effects.

17. MR. COLOMBINI specifically acknowledges that he understands that this Agreement is a legally binding document and that by signing this Agreement he is

prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES, except as expressly permitted by the terms of this Agreement.

18. The parties acknowledge that this Agreement represents the full, final, and complete resolution of this matter; so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties. This Agreement may not be changed except by an instrument in writing signed by the parties.

19. Except as required by law, or except pursuant to the direction of the Commissioner of Education or pursuant to an order of a court of competent jurisdiction, the existence and terms of this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement. Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them. In the event a request is made for information concerning this Agreement pursuant to the Freedom of Information Law ("FOIL"), the DISTRICT agrees to provide MR. COLOMBINI with written notice of such request. The DISTRICT further agrees to afford MR. COLOMBINI a reasonable time

period to seek injunctive relief regarding such request, notwithstanding the DISTRICT's obligation to timely produce such information pursuant to FOIL. Notwithstanding the foregoing, nothing herein shall preclude MR. COLOMBINI from lawfully providing testimony in any proceeding concerning this matter.

20. If any provision of this Agreement is determined to be contrary to law by a court of competent jurisdiction, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a monetary or fringe benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The arbitrator appointed to hear the matter shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

21. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

22. The parties agree to cooperate fully and execute this Agreement and all supplementary documents and take any and all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

23. The parties to this Agreement shall not disparage each other or any RELEASEES hereunder at any time, nor knowingly make any untrue statement with respect to each other or any RELEASEES hereunder. Without limiting the generality of the foregoing, and subject to paragraph "19" of this Agreement, no party to this General Release shall initiate, respond to, or in any way participate in, or contribute to any discussion, public, or private or otherwise, or take part in any other form of publicity, concerning, or in any way relating to, the Charges that were filed against MR. COLOMBINI which led to the execution and terms of this document. The foregoing shall include individuals acting on behalf of the parties. Notwithstanding the foregoing, nothing herein shall preclude MR. COLOMBINI from lawfully providing testimony in any proceeding concerning this matter.

24. This Agreement represents the entire understanding between the parties, and there are no agreements or understandings which have not been set forth herein. This Agreement supersedes any prior understanding, agreement, practice or contract, oral or written, between MR. COLOMBINI and the DISTRICT relating to MR. COLOMBINI's employment or compensation. This Agreement may not be modified except by written instrument signed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement shall be binding upon the parties' heirs, executors, administrators, successors, and assigns.

Dated: 3/23/13

By: 

FRANK COLOMBINI

On the 23<sup>rd</sup> day of May, 2013, before me personally came FRANK COLOMBINI, to me known and known to be the individual described herein.

Gina Colucci  
Notary Public

Gina Colucci  
Notary Public, State of New York  
NO. 01C6189494  
Qualified in Westchester County  
Term Expires June 23, 2016

Dated: 6/5/13

By: [Signature]  
JAMES WILLIS  
SUPERINTENDENT OF SCHOOLS

On the 5<sup>th</sup> day of June, 2013, before me personally came JAMES WILLIS, to me known and known to be the individual described herein.

Amalfis J. Zucco  
Notary Public

AMALFIS J. ZUCCO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZU4945506  
Qualified in Westchester County  
My Commission Expires Dec. 19, 2014

BOARD OF EDUCATION OF THE  
PEEKSKILL CITY SCHOOL DISTRICT

Dated: 6/4/13

By: [Signature]  
JOSEPH URBANOWICZ  
Board President

On the 4<sup>th</sup> day of June, 2013, before me personally came JOSEPH URBANOWICZ, to me known and known to be the individual described herein.

Amalfis J. Zucco  
Notary Public

AMALFIS J. ZUCCO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZU4945506  
Qualified in Westchester County  
My Commission Expires Dec. 19, 2014





# **EXHIBIT A**

EXHIBIT "A"

May , 2013

Dear Mr. Willis and members of the Board of Education:

I herewith submit my resignation for purposes of retirement from the position of tenured guidance counselor. My resignation shall be effective on July 1, 2013. I understand, acknowledge and agree that this letter of resignation is irrevocable.

My resignation is subject to and contingent upon the execution of a certain Agreement dated 5/18/13 by the Board of Education of the Peekskill City School District.

  
FRANK COLOMBINI

Sworn to before me this 23<sup>rd</sup> day  
of May, 2013

  
Notary Public

Gina Colicci  
Notary Public, State of New York  
NO. 01C16189494  
Qualified in Westchester County  
Term Expires June 23, 2016

UNIVERSITY OF THE STATE OF NEW YORK  
STATE EDUCATION DEPARTMENT  
PEEKSKILL CITY SCHOOL DISTRICT  
COUNTY OF WESTCHESTER, NEW YORK

-----X  
In the Matter of Charges Preferred by  
JAMES WILLIS, Superintendent of Schools of the  
PEEKSKILL CITY SCHOOL DISTRICT,

SETTLEMENT  
AGREEMENT AND  
GENERAL RELEASE

Charging Party,

-against-

VIRGINIA BOVIAN, a Tenured Employee of the  
PEEKSKILL CITY SCHOOL DISTRICT,  
Pursuant to Section 3020-a of the New York State  
Education Law,

Respondent.

-----X  
This is an Agreement by and between VIRGINIA BOVIAN (hereinafter referred to as "MS. BOVIAN" or "RESPONDENT"), a tenured guidance counselor employed by the PEEKSKILL CITY SCHOOL DISTRICT, LARRY LICOPOLI, individually and in his official capacity as INTERIM SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SUPERINTENDENT" or "RELEASEE"), and the BOARD OF EDUCATION of the PEEKSKILL CITY SCHOOL DISTRICT, individually and in their official capacity, including, but not limited to Douglas Glickert, Colin Smith, Joseph Urbanowitz, Michael Simpkins, Lisa Aspinall-Kelawon, Jillian Clausen, Maria Pereira, and former Board of Education members Tuesday McDonald, Lisbeth (hereinafter occasionally referred to as "DISTRICT", "BOARD" or "RELEASEE"), and

**WHEREAS**, on April 8, 2013, the DISTRICT proffered certain charges against MS. BOVIAN pursuant to Section 3020-a of the Education Law of the State of New York; and

**WHEREAS**, the filing of said charges commenced a disciplinary proceeding pursuant to said Section 3020-a of the Education Law against MS. BOVIAN; and

**WHEREAS**, the parties are desirous of resolving their differences and avoiding further litigation, and the parties have had all the terms and conditions of this Stipulation clearly explained, and now freely consent to enter into this stipulation, such consent not having been induced by fraud, duress or any other undue influence; and

**WHEREAS**, the parties have been and are represented by counsel, have had all the terms and conditions of this settlement agreement and general release clearly explained, and now freely consent to enter into this settlement agreement and general release, such consent not having been induced by fraud, duress, or any other undue influence, and

**WHEREAS**, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed, and,

**WHEREAS**, (i) MS. BOVIAN has been represented by and has consulted with legal counsel of her choice; (ii) has been given a reasonable period within which to consider this settlement agreement and general release ("Agreement"); and (iii) understands that in executing this Agreement she, inter alia, giving up any and all rights and claims which she has, or may have had in law or in equity under all federal, state,

county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under tort law, or which were or could have been alleged by her,

**NOW, THEREFORE,** in consideration of the said mutual undertakings and promises contained in this Agreement and other good and valuable considerations, the parties agree and covenant as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.

2. MS. BOVIAN hereby waives any and all rights accorded to her under the Education Law and the Regulations of the Commissioner of Education concerning her separation from employment as a tenured guidance counselor, except for those rights she may retain under Education Law Sections 3023, 3028 and 3811.

3. MS. BOVIAN herewith tenders her irrevocable resignation for purposes of retirement from her tenured position as a guidance counselor of the PEEKSKILL CITY SCHOOL DISTRICT. Said resignation for purposes of retirement shall be effective on October 1, 2013. Her irrevocable letter of resignation for purposes of retirement is attached hereto as Exhibit "A." From the date of execution of this Agreement through September 30, 2013, MS. BOVIAN shall be placed on an unpaid suspension. During said unpaid suspension, MS. BOVIAN shall remain on District health insurance, subject to applicable premium contributions as outlined in the collective bargaining agreement between the Peekskill City School District and the Peekskill Faculty Association.

4. The DISTRICT shall pay to MS. BOVIAN as full and complete settlement and final satisfaction of all claims which MS. BOVIAN has, had or may have had against the DISTRICT through the date of execution of this Agreement an amount of thirteen thousand five hundred dollars (\$13,500). MS. BOVIAN shall receive said monies in a lump sum which shall be paid to MS. BOVIAN, contingent upon receipt of a fully executed Settlement Agreement, no later than October 1, 2013. MS. BOVIAN acknowledges that she personally is responsible for any and all taxes which may be owed on said monies.

5. Effective October 1, 2013, as a retiree, MS. BOVIAN shall be entitled to all of the contractual retiree benefits outlined in the collective bargaining agreement between the Peekskill City School District and the Peekskill Faculty Association.

6. Effective October 1, 2013, MS. BOVIAN acknowledges that she has, by this Agreement, relinquished all right, title and interest in any position of the PEEKSKILL CITY SCHOOL DISTRICT, including, but not limited to the position and title of Guidance Counselor.

7. Upon reasonable notice from MS. BOVIAN, the DISTRICT shall afford MS. BOVIAN an opportunity, after working hours, to collect any personal belongings which remain on DISTRICT property in her office. A representative from the DISTRICT shall accompany MS. BOVIAN during the period she collects her personal belongings. MS. BOVIAN shall be permitted to request the presence of a union representative during the period she collects her personal belongings.

8. MS. BOVIAN agrees that she will not apply for any vacancy and/or accept a position of employment in the PEEKSKILL CITY SCHOOL DISTRICT that exists as of the date of execution of this Agreement, or that may exist at any time thereafter.

9. The DISTRICT agrees to withdraw the pending charges with prejudice and duly notify the State Education Department (SED) that the charges have been withdrawn with prejudice.

10. MS. BOVIAN covenants that she has not filed any action, complaint, proceeding, charge, grievance or arbitration or any other proceeding, administrative or judicial, against the DISTRICT. MS. BOVIAN hereby covenants and agrees not to file any action, complaint, proceeding, charge, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the DISTRICT in any court of law, admiralty or equity or before any administrative agency or arbitrator seeking damages or other remedies on MS. BOVIAN's own behalf, with respect to her relationship with the DISTRICT, her employment with the DISTRICT, her separation from employment from the DISTRICT, or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claim concerns an allegation that the DISTRICT has failed to comply with any obligations created by this Agreement. Notwithstanding the foregoing, MS. BOVIAN understands that currently there is an active criminal investigation commenced by the Westchester County District Attorney's Office concerning her alleged actions. To that extent, the DISTRICT intends to continue to fully cooperate with said investigation. Further, once the within Settlement Agreement and General Release



is fully executed by all parties and approved by the Board of Education, the DISTRICT shall forthwith notify the Westchester County District Attorney's Office that the Education Law §3020-a administrative proceeding has been resolved.

11. Notwithstanding the foregoing paragraph "4" the parties specifically agree that there shall be no additional monies paid to MS. BOVIAN in connection with this Settlement Agreement and General Release and/or her separation from employment for purposes of retirement with the PEEKSKILL CITY SCHOOL DISTRICT.

12. Both parties do not admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and are entering into this Agreement solely for the purposes of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between the DISTRICT and MS. BOVIAN, and (b) avoiding the attorneys' fees and other expenses that will result from continued litigation. No findings of any kind have been made or issued by any mediator, arbitrator, administrative agency or court of law, and MS. BOVIAN acknowledges that she is not the prevailing party in any action which she has filed against the DISTRICT, or in any action or putative action which may have been filed against her.

13. For purposes of this Agreement the word "RELEASEES" shall include the PEEKSKILL CITY SCHOOL DISTRICT, its members, officers, employees, agents, and independent contractors, the SUPERINTENDENT of the PEEKSKILL CITY SCHOOL DISTRICT, individually and in his official capacity, the BOARD OF EDUCATION OF THE PEEKSKILL CITY SCHOOL DISTRICT, its members, individually and in their

official capacity, including, but not limited to Douglas Glickert, Colin Smith, Joseph Urbanowitz, Michael Simpkins, Lisa Aspinall-Kelawon, Jillian Clausen, Maria Pereira, and former Board of Education members Tuesday McDonald, Lisbeth, its officers, employees, agents, and independent contractors.

14. MS. BOVIAN expressly understands and agrees that the payments to and benefits received by MS. BOVIAN pursuant to this Agreement shall be in lieu of any and all other amounts to which MS. BOVIAN might be entitled from the DISTRICT as of the date of his execution of this Agreement and, without limiting the generality of the foregoing, except as hereinafter provided, MS. BOVIAN hereby expressly waives any right or claim that she may have or may assert to employment or reinstatement to employment, or to payment for salary, back pay, interest, bonuses, damages, accrued vacation, accrued sick leave, accrued personal days, disability benefits, thrift savings plan contributions or benefits, education benefits, overtime, compensatory time, outplacement, severance pay, attorneys' fees, disbursements and/or costs of suit unless specifically set forth in this Agreement.

15. MS. BOVIAN, for and in consideration of the payment made by the DISTRICT as set forth herein and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge the PEEKSKILL CITY SCHOOL DISTRICT and RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any

form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under state or federal contract or tort law against RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which she, her heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement, except a claim that RELEASEES have failed to comply with any obligations created by this Agreement.

Without limiting the generality of the foregoing, MS. BOVIAN agrees that she knowingly and voluntarily waives all rights she has or may have (or that of anyone on her behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against RELEASEES, whether an individual or class action, with any administrative agency, court or other forum, including, but not limited to claims brought under the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Pregnancy Discrimination Act of 1978, 42 U.S.C. §2000e(k), the Civil Rights Act of 1991, Pub. L. No. 102-166, 105 Stat. 1071 (1991), 42 U.S.C. §1981, the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the National Labor Relations Act, 29 U.S.C. §151 *et seq.*, the Equal Pay Act of 1963, 29 U.S.C. §206(d), the Employee Retirement Income Security

Act of 1974, 29 U.S.C. §1001 *et seq.*, Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, the New York State Human Rights Law, N.Y. Executive Law §290 *et seq.*, Title IX, 20 U.S.C. §1681 *et seq.*, the New York Civil Rights Law, N.Y. Civil Rights Law §79-e *et seq.*, the New York Equal Pay Law, N.Y. Labor Law §§194-198, the New York Workers' Compensation Law, N.Y. Workers' Compensation Law §1 *et seq.*, under any and all other federal, state and local equal employment, fair employment and civil or human rights law (whether statutory, regulatory or decisional), under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (e.g., assault, battery, false imprisonment, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful termination, negligent hiring, supervision and/or retention, conversion, interference with contract, abusive discharge) and under any and all federal, state and local laws relating to employment and/or gender discrimination, pregnancy discrimination, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

16. To comply with the Older Workers Benefit Protection Act of 1990 (OWBPA), this Agreement and Release has advised MS. BOVIAN of the legal requirements of the Act, and fully incorporates the legal requirements by reference into this Agreement as follows:

- a) MS. BOVIAN understands the terms of this Agreement;

- b) MS. BOVIAN has been advised of her right to consult with an attorney to discuss the terms of this Agreement, and specifically acknowledges that she has fully discussed the terms of this Agreement with legal counsel of her own choosing and understands the meaning and effect of her waiver of all rights and claims under the ADEA;
- c) MS. BOVIAN does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d) MS. BOVIAN is receiving consideration beyond anything of value to which she is already entitled in exchange for her execution of this Agreement;
- e) MS. BOVIAN acknowledges that RELEASEES have afforded her the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f) The parties acknowledge that MS. BOVIAN may revoke this Agreement within seven (7) days after the Agreement has been executed by all parties and that the Agreement shall not become effective until the eighth (8<sup>th</sup>) day after the execution of this Agreement. In the event MS. BOVIAN chooses to exercise her option to revoke this Agreement, MS. BOVIAN shall notify the DISTRICT CLERK in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

17. This Agreement shall not be effective or binding upon MS. BOVIAN and/or the DISTRICT unless and until it is approved by the BOARD, by formal resolution.

18. MS. BOVIAN's letter of resignation for purposes of retirement which letter shall not be subject to reconsideration or recall by MS. BOVIAN, shall be held by the DISTRICT in escrow, pending final approval by the BOARD of this proposed Agreement and, in the event that the BOARD declines to approve the same, MS. BOVIAN's resignation and this Agreement shall be of no force and effect.

19. MS. BOVIAN represents and acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys for RELEASEES, to influence her to sign this Agreement, except such statements as are expressly set forth herein.

20. MS. BOVIAN acknowledges and agrees that she has been given a sufficient time period within which to consider this Agreement, that she has read this Agreement, that she has fully discussed the terms of this Agreement with legal counsel of her own choosing and that she has fully reviewed with legal counsel the claims and rights which are being released and her obligations under this Agreement. MS. BOVIAN further acknowledges and agrees that, in deciding to execute this Agreement, she has had the opportunity to ask any questions that she may have of anyone, including legal counsel and other personal advisors of her own choosing, that she has consulted with legal counsel and personal advisors of her own choosing, and that she has executed this Agreement freely, voluntarily, and of her own will, and with full and complete understanding of its terms and effects.

21. MS. BOVIAN specifically acknowledges that she understands that this Agreement is a legally binding document and that by signing this Agreement she is prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES, except as expressly permitted by the terms of this Agreement.

22. The parties acknowledge that this Agreement represents the full, final, and complete resolution of this matter; so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties. This Agreement may not be changed except by an instrument in writing signed by the parties.

23. Except as required by law, or except pursuant to the direction of the Commissioner of Education or pursuant to an order of a court of competent jurisdiction, the existence and terms of this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement. Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them. In the event a request is made for information concerning this Agreement pursuant to the Freedom of Information Law

("FOIL"), the DISTRICT agrees to provide MS. BOVIAN with written notice of such request. The DISTRICT further agrees to afford MS. BOVIAN a reasonable time period to seek injunctive relief regarding such request, notwithstanding the DISTRICT's obligation to timely produce such information pursuant to FOIL. Notwithstanding the foregoing, nothing herein shall preclude MS. BOVIAN from lawfully providing testimony in any proceeding concerning this matter.

24. The DISTRICT shall provide MS. BOVIAN with a neutral letter of reference, drafted by Dr. Larry Licopoli, Interim Superintendent of Schools. Said letter is annexed hereto as Exhibit "B". Upon approval of this Agreement by the Board of Education, the District shall deliver to MS. BOVIAN ten (10) originally signed copies of the letter of recommendation (Exhibit B), on District letterhead, signed and dated by the Superintendent.

25. If any provision of this Agreement is determined to be contrary to law by a court of competent jurisdiction, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a monetary or fringe benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The arbitrator appointed to hear the matter



shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

26. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

27. The parties agree to cooperate fully and execute this Agreement and all supplementary documents and take any and all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

28. The parties to this Agreement shall not disparage each other or any RELEASEES hereunder at any time, nor knowingly make any untrue statement with respect to each other or any RELEASEES hereunder. Without limiting the generality of the foregoing, and subject to paragraph "23" of this Agreement, no party to this General Release shall initiate, respond to, or in any way participate in, or contribute to any discussion, public, or private or otherwise, or take part in any other form of publicity, concerning, or in any way relating to, the Charges that were filed against MS. BOVIAN which led to the execution and terms of this document. The foregoing shall include individuals acting on behalf of the parties.

Dated: Sept. 12, 2013

By:

  
VIRGINIA BOVIAN

On the 12 day of Sept, 2013, before me personally came VIRGINIA BOVIAN, to me known and known to be the individual described herein.

STEPHEN D. HANS  
Notary Public, State of New York  
No. 02HA4658402  
Qualified in Queens County  
Commission Expires June 30, 2014

  
Notary Public

Dated: 9/12/13

By: 

LARRY LICOPOLI  
INTERIM SUPERINTENDENT OF  
SCHOOLS

On the 24 day of September, 2013, before me personally  
came LARRY LICOPOLI, to me known and known to be the individual described  
herein.

AMALFIS J. ZUCCO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZU4945506

Qualified in Westchester County  
My Commission Expires Dec. 19, 2014

  
Notary Public

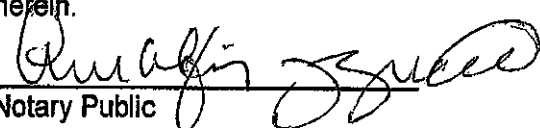
BOARD OF EDUCATION OF THE  
PEEKSKILL CITY SCHOOL DISTRICT

Dated: 9/24/13

By: 

DOUGLAS GLICKERT  
Board President

On the 24 day of September, 2013, before me personally  
came DOUGLAS GLICKERT, to me known and known to be the individual described  
herein.

  
Notary Public

AMALFIS J. ZUCCO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZU4945506

Qualified in Westchester County  
My Commission Expires Dec. 19, 2014

# EXHIBIT A

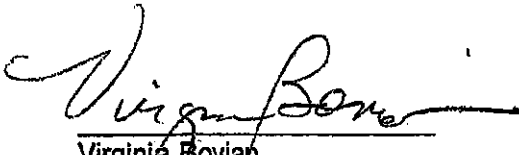
EXHIBIT "A"

September 18, 2013

Dear Dr. Licopoli and members of the Board of Education:

I herewith submit my resignation for purposes of retirement from the position of tenured guidance counselor. My resignation shall be effective on October 1, 2013. I understand, acknowledge and agree that this letter of resignation is irrevocable.

My resignation is subject to and contingent upon the execution of a certain Agreement dated \_\_\_\_\_ by the Board of Education of the Peekskill City School District.

  
Virginia Bovian

Sworn to before me this 18<sup>th</sup> day  
of September, 2013

  
Notary Public

MARIE J. PANELLA  
Notary Public, State of New York  
Qualified in Westchester County  
Reg. No. 60-4798977  
My Commission Expires Aug. 30, 2014

UNIVERSITY OF THE STATE OF NEW YORK  
STATE EDUCATION DEPARTMENT  
PEEKSKILL CITY SCHOOL DISTRICT  
COUNTY OF WESTCHESTER, STATE OF NEW YORK

-----X  
In the Matter of the Charges Preferred by

JAMES WILLIS, SUPERINTENDENT OF  
SCHOOLS, PEEKSKILL CITY SCHOOL DISTRICT,

Charging Party,

-against-

**SETTLEMENT**  
**AGREEMENT**  
**AND**  
**GENERAL**  
**RELEASE**

JAMES BENNETT,  
a Tenured Guidance Counsellor employed by the  
PEEKSKILL CITY SCHOOL DISTRICT,

Respondent,

Pursuant to Section 3020-a of the New York State  
Education Law.

-----X  
This is a Settlement Agreement and General Release ("Agreement") by and between JAMES BENNETT (hereinafter referred to as "MR. BENNETT" or "RESPONDENT"), a tenured guidance counselor employed by the PEEKSKILL CITY SCHOOL DISTRICT, LARRY LICOPOLI, in his official capacity as INTERIM SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SUPERINTENDENT" and the BOARD OF EDUCATION of the PEEKSKILL CITY SCHOOL DISTRICT, in their official capacities, including, but not limited to Douglas Glickert, Colin Smith, Joseph Urbanowitz, Michael Simpkins, Lisa Aspinall-Kelawon, Jillian Clausen, Maria Pereira, and former Board of Education members Tuesday McDonald, Lisbeth Bock (hereinafter occasionally referred to as

"DISTRICT" or "BOARD" **WHEREAS**, the parties are desirous of resolving their differences and avoiding prolonged litigation, and the parties have had all the terms and conditions of this Agreement clearly explained, and now freely consent to enter into this Agreement, such consent not having been induced by fraud, duress or any other undue influence; and

**WHEREAS**, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed, and,

**WHEREAS**, (i) MR. BENNETT has consulted with his legal counsel; and (ii) has been given a reasonable period within which to consider this Agreement;

**WHEREAS**, neither party admits and both parties specifically deny and guilt, liability or wrongdoing of any kind, including but not limited to any violation of any law, rule, statute, regulation, agreement or policy, and are entering into this Agreement solely and exclusively by way of compromise and for the purposes of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between the DISTRICT and MR. BENNETT; and (b) avoiding the attorneys' fees and other expenses that will result from continued litigation. No finding of any kind have been made or issued by any mediator, arbitrator, hearing officer, administrative agency or court of law. MR. BENNETT from the initiations of these proceedings has strenuously denied all of the allegations lodged against him. MR. BENNETT continues to deny in each and every respect all of those allegations and remains fully prepared to defend himself against those allegations. This Agreement shall not at any time for any purpose be considered as an admission of liability, fault or responsibility on the part of MR. BENNETT and/or the DISTRICT.

**NOW, THEREFORE**, in consideration of the said mutual undertakings and promises contained in this Agreement and other good and valuable considerations, the parties agree and covenant as follows:

1. Within five (5) business days of the approval of this Agreement by the BOARD, the DISTRICT shall withdraw all disciplinary charges pending against MR. BENNETT, with prejudice, and notify the New York State Education Department ("NYSED"), in writing, of such with prejudice withdrawal. MR. BENNETT'S counsel shall be provided with a copy of said correspondence to NYSED. MR. BENNETT hereby waives any and all rights accorded to him under the Education Law and the Regulations of the Commissioner of Education concerning his separation from employment with the District as a Tenured Guidance Counselor.

2. MR. BENNETT herewith tenders his irrevocable resignation from his tenured position as a Guidance Counselor of the PEEKSKILL CITY SCHOOL DISTRICT. Said resignation shall be for purposes of retirement and shall be effective on the close of business on June 30, 2014. His irrevocable letter of resignation is attached hereto as Exhibit A. During the period of time between execution of this Settlement Agreement and June 30, 2014, the following shall be applicable:

a. MR. BENNETT shall be placed on a paid administrative leave for the 2013-2014 school year. MR. BENNETT shall receive his regular annual salary for the term of such leave (\$107,236.00). Payment shall be made in the following manner:

i. 2/12<sup>th</sup> of MR. BENNETT's salary shall be made within fifteen (15) days of approval by the Board of Education.

ii. Commencing on the first payroll period in September 2013, and each month thereafter (on the first payroll period), MR. BENNETT shall receive 1/12<sup>th</sup> of the remainder of his salary until his retirement date on June 30, 2014.

iii. The aforementioned salary monies are expressly contingent upon MR. BENNETT maintaining all required legal qualifications as a guidance counselor.

b. Additionally MR. BENNETT shall be entitled to all of the terms and conditions of employment outlined in the collective bargaining agreement between the DISTRICT and the Peekskill Faculty Association expressly including, but not limited to health insurance coverage and welfare benefit fund coverage as an active employee during the period between the date of execution of this Agreement until June 30, 2014.

c. Effective July 1, 2014, as a retiree, MR. BENNETT shall be entitled to health insurance coverage into retirement subject to and in accordance with the aforementioned collective bargaining agreement.

d. Except as otherwise provided herein and effective the close of business on June 30, 2014, MR. BENNETT acknowledges that he has, by this Agreement, relinquished all right, title and interest in any position of the PEEKSKILL CITY SCHOOL DISTRICT, including, but not limited to the position and title of Tenured Guidance Counselor.

e. The parties herewith acknowledge that MR. BENNETT shall not be eligible for any unemployment insurance payments in connection with his employment with the District, his separation from the District and/or pursuant to this Agreement.



3. MR. BENNETT agrees that he will not apply for any vacancy and/or accept a position of employment in the PEEKSKILL CITY SCHOOL DISTRICT that exists as of the date of execution of this Agreement, or that may exist at any time thereafter.

4. MR. BENNETT covenants that he has not filed any action, complaint, proceeding, charge, claim for unemployment benefits, grievance or arbitration or any other proceeding, administrative or judicial, against the DISTRICT. MR. BENNETT hereby covenants and agrees not to file any action, complaint, proceeding, charge, claim for unemployment benefits, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the DISTRICT in any court of law, admiralty or equity or before any administrative agency, including but not limited to the Department of Labor, or arbitrator seeking damages or other remedies on MR. BENNETT'S own behalf, with respect to his relationship with the DISTRICT, his employment with the DISTRICT, his separation from employment from the DISTRICT, or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claim concerns an allegation that the DISTRICT has failed to comply with any obligations created by this Agreement.

5. Other than as set forth in the foregoing paragraph "2", the parties specifically agree that there shall be no additional monies or benefits paid to MR. BENNETT in connection with this Agreement and/or his separation from employment with the PEEKSKILL CITY SCHOOL DISTRICT.

6. For purposes of this Agreement the word "RELEASEES" shall include the PEEKSKILL CITY SCHOOL DISTRICT, its members, officers, employees, agents, and

independent contractors, the SUPERINTENDENT of the PEEKSKILL CITY SCHOOL DISTRICT, individually and in his official capacity, the BOARD OF EDUCATION OF THE PEEKSKILL CITY SCHOOL DISTRICT, its members, individually and in their official capacity, including, but not limited to Douglas Glickert, Colin Smith, Joseph Urbanowitz, Michael Simpkins, Lisa Aspinall-Kelawon, Jillian Clausen, Maria Pereira and former Board of Education members Tuesday McDonald and Lisbeth Bock,, its officers, employees, agents, and independent contractors.

7. MR. BENNETT, for and in consideration of the payment made by the DISTRICT as set forth herein and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge the PEEKSKILL CITY SCHOOL DISTRICT and RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under state or federal contract or tort law against RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which he, his heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning

of the world to the date of execution of this Agreement, except a claim that RELEASEES have failed to comply with any obligations created by this Agreement.

Without limiting the generality of the foregoing, MR. BENNETT agrees that he knowingly and voluntarily waives all rights he has or may have (or that of anyone on his behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against RELEASEES, whether an individual or class action, with any administrative agency, court or other forum, which were or could have been alleged up to the date of execution of this Agreement, and except a claim that RELEASEES have failed to comply with any obligation created by this Agreement, including, but not limited to claims brought under the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Pregnancy Discrimination Act of 1978, 42 U.S.C. §2000e(k), the Civil Rights Act of 1991, Pub. L. No. 102-166, 105 Stat. 1071 (1991), 42 U.S.C. §1981, the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the National Labor Relations Act, 29 U.S.C. §151 *et seq.*, the Equal Pay Act of 1963, 29 U.S.C. §206(d), the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et seq.*, Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, the New York State Human Rights Law, N.Y. Executive Law §290 *et seq.*, Title IX, 20 U.S.C. §1681 *et seq.*, the New York Civil Rights Law, N.Y. Civil Rights Law §79-e *et seq.*, the New York Equal Pay Law, N.Y. Labor Law §§194-198, the New York Workers' Compensation Law, N.Y. Workers' Compensation Law §1 *et seq.*, under any and all other federal, state and local equal employment, fair employment and civil or human rights law (whether statutory, regulatory or decisional),

under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (e.g., assault, battery, false imprisonment, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful termination, negligent hiring, supervision and/or retention, conversion, interference with contract, abusive discharge) and under any and all federal, state and local laws relating to employment and/or gender discrimination, pregnancy discrimination, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

9. To comply with the Older Workers Benefit Protection Act of 1990 (OWBPA), this Agreement and Release has advised MR. BENNETT of the legal requirements of the Act, and fully incorporates the legal requirements by reference into this Agreement as follows:

- a) MR. BENNETT understands the terms of this Agreement;
- b) MR. BENNETT has been advised of his right to consult with an attorney to discuss the terms of this Agreement, and specifically acknowledges that he has fully discussed the terms of this Agreement with legal counsel of his own choosing and understands the meaning and effect of his waiver of all rights and claims under the ADEA;
- c) MR. BENNETT does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d) MR. BENNETT is receiving consideration beyond anything of value to which he is already entitled in exchange for her execution of this Agreement;

- e) MR. BENNETT acknowledges that RELEASEES have afforded him the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f) The parties acknowledge that MR. BENNETT may revoke this Agreement within seven (7) days after the Agreement has been executed by all parties and that the Agreement shall not become effective until the eighth (8<sup>th</sup>) day after the execution of this Agreement. In the event MR. BENNETT chooses to exercise his option to revoke this Agreement, MR. BENNETT shall notify the DISTRICT CLERK in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

10. The parties acknowledge that the provisions herein shall be inapplicable to MR. BENNETT'S statutory right to defense and indemnification pursuant to the Education Law and/or the Public Officers, which are preserved.

11. This Agreement shall not be effective or binding upon MR. BENNETT and/or the DISTRICT unless and until it is approved by the BOARD, by formal resolution.

12. MR. BENNETT'S letter of resignation, which letter shall not be subject to reconsideration or recall by MR. BENNETT (except as is permitted by the terms of this Agreement) shall be held by the DISTRICT in escrow, pending final approval by the BOARD of this proposed Agreement and, in the event that the BOARD declines to approve the same, MR. BENNETT'S resignation and this Agreement shall be of no force and effect.

13. MR. BENNETT represents and acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys

for RELEASEES, to influence him to sign this Agreement, except such statements as are expressly set forth herein.

14. MR. BENNETT acknowledges and agrees that he has been given a sufficient time period within which to consider this Agreement, that he has read this Agreement, that he has fully discussed the terms of this Agreement with his attorney and that he has fully reviewed the claims and rights which are being released and his obligations under this Agreement. MR. BENNETT further acknowledges and agrees that, in deciding to execute this Agreement, he has had the opportunity to ask any questions that he may have of anyone, including legal counsel and personal advisors of his own choosing, and that he has executed this Agreement freely, voluntarily, and of his own will, and with full and complete understanding of its terms and effects.

15. MR. BENNETT specifically acknowledges that he understands that this Agreement is a legally binding document and that by signing this Agreement he is prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES, except as expressly permitted by the terms of this Agreement.

16. The parties acknowledge that this Agreement represents the full, final, and complete resolution of this matter; so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties. This Agreement may not be changed except by an instrument in writing signed by the parties.

17. Except as required by law, by lawful subpoena or by lawful order of a court or other tribunal having appropriate jurisdiction, the disciplinary charges, the existence and terms of

this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement. Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them. Notwithstanding the foregoing, the parties herewith acknowledge that said information shall be disclosed to GREG SULLIVAN, ASSISTANT SUPERINTENDENT FOR BUSINESS AND ADMINISTRATIVE SERVICES and MARY SCULNICK, DIRECTOR OF HUMAN RESOURCES and said individuals shall be bound by this confidentiality provision at all times. The parties herewith further acknowledge that MR. BENNETT shall be permitted to disclose such information to his attorney(s), union representatives, immediate family, accountants, tax advisors and financial advisors and said individuals shall be bound by this confidentiality agreement at all times. MR. BENNETT shall also be permitted to disclose such information in response to inquiries by and proceedings initiated by NYSED.

18. The DISTRICT shall provide MR. BENNETT with a neutral letter of reference, drafted by Dr. Larry Licopoli, Interim Superintendent of Schools. Said letter is annexed hereto as Exhibit "B". Upon approval of this Agreement by the Board of Education, the District shall deliver to MR. BENNETT ten (10) originally signed copies of the letter of reference (Exhibit B), on District letterhead, signed and dated by the Superintendent. Should anyone inquire of MR.

BENNETT's employment history or services with the District, the Superintendent and Board of Education shall only provide, in response, the letter of reference (Exhibit "B") and nothing beyond that document.

19. If any provision of this Agreement is determined to be contrary to law by a court of competent jurisdiction, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect, provided that severance does not vitiate the intent of the parties. If any such deleted provision involves compensation or a monetary or fringe benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The arbitrator appointed to hear the matter shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

20. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

21. The parties agree to cooperate fully and execute this Agreement and all supplementary documents and take any and all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

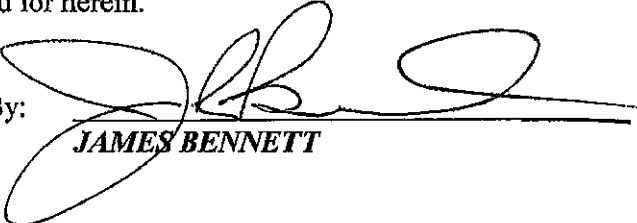
22. Within fifteen (15) days of the approval of this agreement by the BOARD, MR. BENNETT, or his designee, shall be permitted, after school hours and subject to reasonable




supervision by the DISTRICT, to retrieve his personal property from the DISTRICT as well as his materials stored on the DISTRICT'S computer system.

23. The DISTRICT shall expunge from MR. BENNETT'S personnel file all documentation and references to the charges and any investigation thereof and replace them with this Agreement; provided however, that such expunged material shall be maintained in a separate legal file apart from the personnel file and shall only be disclosed as required by law. Upon request, a copy of MR. BENNETT'S personnel file shall be delivered to MR. BENNETT after said file has been expunged as provided for herein.

Dated: Aug 13 2013

By:   
**JAMES BENNETT**

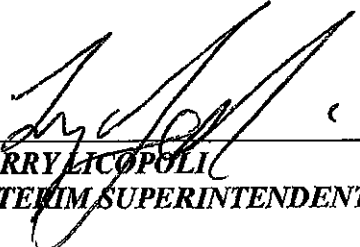
On the 13<sup>th</sup> day of August, 2013, before me personally came **JAMES BENNETT**, to me known and known to be the individual described herein.

  
Notary Public

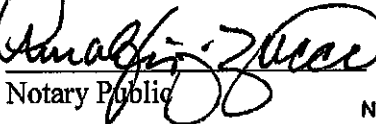
Attorney at Law

Commission expires July 17, 2017

By:

  
**LARRY LICOPOLI**  
INTERIM SUPERINTENDENT OF SCHOOLS

On the 20 day of August, 2013, before me personally came **LARRY LICOPOLI**, to me known and known to be the individual described herein.

  
Notary Public

AMALFIS J. ZUCCO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 012U4945506  
Qualified in Westchester County  
My Commission Expires Dec. 19, 2014

**BOARD OF EDUCATION OF THE  
PEEKSKILL CITY SCHOOL DISTRICT**

Dated: 8/20/13

By: Douglas Glickert  
**DOUGLAS GLICKERT**  
**BOARD PRESIDENT**

On the 20 day of August, 2013, before me personally came **DOUGLAS GLICKERT**, to me known and known to be the individual described herein.

  
Notary Public

AMALFIS J. ZUCCO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZU4945506  
Qualified in Westchester County  
My Commission Expires Dec. 19, 2014

# **EXHIBIT A**

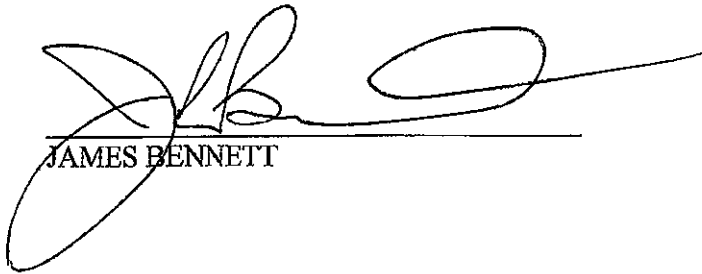
EXHIBIT A

June 30, 2014

Dear Dr. Licopoli:

I herewith submit my resignation from the position of Guidance Counselor for purposes of retirement, effective on June 30, 2014. I understand, acknowledge and agree that this letter of resignation is irrevocable.

My resignation is subject to and contingent upon the execution of a certain Agreement by the Board of Education of the Peekskill City School District.



A handwritten signature in black ink, appearing to read 'JB', is written over a horizontal line. Below the line, the name 'JAMES BENNETT' is printed in a serif font.

JAMES BENNETT

UNIVERSITY OF THE STATE OF NEW YORK  
STATE EDUCATION DEPARTMENT  
PEEKSKILL CITY SCHOOL DISTRICT  
COUNTY OF WESTCHESTER, NEW YORK

-----X  
In the Matter of Charges Preferred by  
JAMES WILLIS, Superintendent of Schools of the  
PEEKSKILL CITY SCHOOL DISTRICT,

SETTLEMENT  
AGREEMENT AND  
GENERAL RELEASE

Charging Party,

-against-

PAUL COSTER, a Tenured Employee of the  
PEEKSKILL CITY SCHOOL DISTRICT,  
Pursuant to Section 3020-a of the New York State  
Education Law,

Respondent.  
-----X

This is an Agreement by and between PAUL COSTER (hereinafter referred to as "MR. COSTER" or "RESPONDENT"), a tenured guidance counselor employed by the PEEKSKILL CITY SCHOOL DISTRICT, LARRY LICOPOLI, individually and in his official capacity as INTERIM SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SUPERINTENDENT" or "RELEASEE"), and the BOARD OF EDUCATION of the PEEKSKILL CITY SCHOOL DISTRICT, individually and in their official capacity, including, but not limited to Douglas Glickert, Colin Smith, Joseph Urbanowitz, Michael Simpkins, Lisa Aspinall-Kelawon, Jillian Clausen, Maria Pereira, and former Board of Education members Tuesday McDonald, Lisbeth Bock (hereinafter occasionally referred to as "DISTRICT", "BOARD" or "RELEASEE"), and

**WHEREAS**, on April 2, 2013, the DISTRICT proffered certain charges against MR. COSTER pursuant to Section 3020-a of the Education Law of the State of New York; and

**WHEREAS**, the filing of said charges commenced a disciplinary proceeding pursuant to said Section 3020-a of the Education Law against MR. COSTER; and

**WHEREAS**, the parties have been and are represented by counsel, the parties are desirous of resolving their differences and avoiding further litigation, and the parties have had all the terms and conditions of this settlement agreement and general release ("Agreement") clearly explained, and now freely consent to enter into this Agreement, such consent not having been induced by fraud, duress or any other undue influence; and

**WHEREAS**, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed, and,

**WHEREAS**, (i) MR. COSTER has been represented by and has consulted with legal counsel of his choice; (ii) has been given a reasonable period within which to consider this Agreement; and (iii) understands that in executing this Agreement he is, *inter alia*, giving up any and all rights and claims which he has, or may have had in law or in equity under all federal, state, county or local statutes, laws, rules and regulations pertaining to employment as well as any and all claims under tort law or which were or could have been alleged by him from the beginning of the world to the date of this Agreement,

**NOW, THEREFORE**, in consideration of the said mutual undertakings and promises contained in this Agreement and other good and valuable consideration, the parties agree and covenant as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.

2. MR. COSTER hereby waives his rights under Education Law Section 3020-a, including but not limited to, his right to a hearing before a hearing officer appointed through the New York State Education Department, and agrees to accept the disciplinary penalties more specifically set forth in paragraphs "4" and "5" below.

3. [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] Without admission regarding any specific charge, MR. COSTER admits that certain actions were taken by him that he now recognizes did not adequately comply with the applicable state and/or local law, rules and/or policies.

4. In consideration of the above, MR. COSTER shall be placed on an unpaid suspension for a period of six (6) months commencing October 1, 2013. He shall be entitled to return to active service in the District effective April 1, 2014 and upon such return, shall be given duties within his tenure area. During the period of unpaid suspension, MR. COSTER shall be ineligible to accrue seniority and/or DISTRICT service credit for any purpose, including but not limited to reductions in staff pursuant to Education Law Section 3013 or any contractual benefit(s) set forth in the Collective Bargaining Agreement between the DISTRICT and the Peekskill Faculty Association.

5. MR. COSTER agrees to accept the Letter of Reprimand, which is attached hereto and incorporated herein as Exhibit "A". In addition to the foregoing, MR. COSTER agrees to the following:

- a. Further Acts of Misconduct: In the event that the DISTRICT believes that MR. COSTER has engaged in acts the same as or similar to those stated in

the disciplinary charges, numbered I through XXVIII, MR. COSTER hereby waives his rights under Education Law Section 3020-a, including but not limited to his right to a hearing before a hearing officer appointed through the New York State Education Department, and agrees to accept the disciplinary penalty of termination of employment. Notwithstanding the foregoing, the factual issue of whether or not MR. COSTER committed conduct/acts as described in this paragraph may, at MR. COSTER's option, be reviewed by an arbitrator in a final and binding arbitration pursuant to the terms and conditions of the Collective Bargaining Agreement between the DISTRICT and the Peekskill Faculty Association ("CBA").

- b. In the event the DISTRICT believes that MR. COSTER has engaged in acts the same as or similar to those stated in the disciplinary charges, numbered I through XXVIII, the DISTRICT shall follow the procedure set forth below:

- i. The DISTRICT shall notify MR. COSTER in writing of the facts and circumstances that the DISTRICT believes constitute engagement in acts the same as or similar to those stated in the disciplinary charges, numbered I through XXVIII. MR. COSTER shall be given ten (10) business days from the receipt of such notice to respond to same in writing. MR. COSTER may submit statement(s) from himself or others, documents, or any other proof in support of his contention that he did not engage in such acts. Within ten (10) business days of the DISTRICT's receipt of MR.



COSTER's response, the DISTRICT shall advise MR. COSTER, in writing, of whether the DISTRICT will be seeking to terminate MR. COSTER's employment. Within ten (10) business days of MR. COSTER's receipt of said correspondence, he shall be entitled to file a demand for arbitration pursuant to the terms of the CBA. It is acknowledged by the parties that MR. COSTER shall not be required to file a grievance in such case; rather, the parties may proceed directly to arbitration.

- c. The parties agree that the decision of the arbitrator, if any, shall be final and binding and not subject to review in any forum, including but not limited to a proceeding pursuant to Article 75 of the Civil Practice Laws and Rules. In the event MR. COSTER does not seek review of the matter by an arbitrator, as set forth above, MR. COSTER herewith agrees that the decision of the DISTRICT to terminate his employment shall be final and binding and not subject to review in any forum, including but not limited to a proceeding pursuant to Article 78 of the Civil Practice Laws and Rules or an appeal to the Commissioner of Education.

6. MR. COSTER shall be responsible for the cost of the full premium for family health care coverage plus two percent (2%) in accordance with the Comprehensive Omnibus Budget Reconciliation Act ("COBRA") for the period of October 1, 2013 through March 31, 2014. It is acknowledged by the parties that, as of the date of this Agreement, the cost of such coverage is currently \$1,600 per month for a total of \$9,600 for the period of October 1, 2013 through March

31, 2014. The DISTRICT agrees that during the period of unpaid suspension, MR. COSTER shall not be required to remit payment for said coverage; however, upon his return to active service on April 1, 2014, MR. COSTER hereby agrees to permit the DISTRICT to deduct the cost of such coverage from his bi-weekly paychecks on an equal basis per month over the course of an eighteen (18) month period, i.e. commencing in April 2014 and concluding in or about October 2015. Based upon the foregoing, it is acknowledged by the parties that the deduction from each bi-weekly paycheck shall be in the amount of \$246.15. In the event MR. COSTER's service with the DISTRICT is severed for any reason prior to his repayment of the aforementioned sums, he shall be required to remit payment to the DISTRICT for any balance remaining by cashiers check within ten (10) business day of such separation. Notwithstanding the foregoing, in the event MR. COSTER elects health coverage elsewhere at any time during the period of unpaid suspension, his obligation to remit repayment to the DISTRICT pursuant to COBRA shall be limited to the amount expended by the DISTRICT for same on his behalf, i.e. if MR. COSTER elects alternate coverage prior to the commencement of COBRA coverage, he shall not be responsible for repayment pursuant to this provision.

7. The parties herewith acknowledge that MR. COSTER shall not be eligible for any unemployment insurance payments in connection with his unpaid suspension and/or pursuant to this Agreement.

8. Upon MR. COSTER's return to active service in the DISTRICT on April 1, 2014, he acknowledges and agrees that he shall be assigned to the Middle School on a (.6) FTE basis. However, effective July 1, 2014, provided there are no staff reductions in the Guidance Counselor tenure area pursuant to Education Law Section 3013 which impact MR. COSTER, MR. COSTER shall be entitled to be assigned to the Middle School on a full-time basis (1.0) FTE basis. Nothing in

this paragraph shall be interpreted to mean that MR. COSTER's assignment cannot be abolished or otherwise reduced in the future in the event that there are staff reductions in the Guidance Counselor tenure area pursuant to Education Law 3013 which impact MR. COSTER.

9. Unless otherwise agreed to by the parties in writing, MR. COSTER hereby acknowledges and agrees that for the duration of his employment in the DISTRICT he shall be assigned to the Middle School and shall not apply for any vacancy that exists at the High School as of the date of execution of this Agreement or that may exist at any time thereafter. The provisions of this paragraph shall not be applicable in the event of a restructuring or reorganization of the DISTRICT, which results in all guidance office staff being assigned to the High School.

10. The parties herewith acknowledge that MR. COSTER is in possession of certain information and can provide certain evidence to the DISTRICT and/or the Westchester County District Attorney respecting matters relating to the high school guidance department from in or about the 2007-2008 school year through the 2010-2011 school year. MR. COSTER agrees that he will cooperate and testify truthfully, subject to his Fifth Amendment rights, in any and/all litigation which may occur involving employees of the DISTRICT, including but not limited to any 3020-a proceedings or criminal proceedings. Said cooperation shall include, but not be limited to, his appearance as a witness in any future proceeding(s), as well as any necessary preparation for such appearance(s).

11. The DISTRICT agrees to withdraw the pending charges with prejudice and duly notify the State Education Department (SED) that the charges have been withdrawn with prejudice. MR. COSTER's counsel shall be provided with a copy of said correspondence to SED.

12. Should MR. COSTER's certification be removed and/or revoked by the New York State Department of Education for any reason, he understands that the DISTRICT cannot employ

an uncertified staff member and his employment with the DISTRICT will immediately be terminated with no further payment made to MR. COSTER.

13. MR. COSTER covenants that he has not filed any action, complaint, proceeding, charge, grievance or arbitration or any other proceeding, administrative or judicial, against the DISTRICT. MR. COSTER hereby covenants and agrees not to file any action, complaint, proceeding, charge, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the DISTRICT in any court of law, admiralty or equity or before any administrative agency or arbitrator seeking damages or other remedies on MR. COSTER's own behalf, with respect to his relationship with the DISTRICT, his employment with the DISTRICT or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claim concerns an allegation that the DISTRICT has failed to comply with any obligations created by this Agreement. Notwithstanding the foregoing, MR. COSTER understands that currently there is an active criminal investigation commenced by the Westchester County District Attorney's Office concerning his alleged actions. To that extent, the DISTRICT intends to continue to fully cooperate with said investigation. Further, once the within Settlement Agreement and General Release is fully executed by all parties and approved by the Board of Education, the DISTRICT shall forthwith notify the Westchester County District Attorney's Office that the Education Law §3020-a administrative proceeding has been resolved to the DISTRICT's satisfaction. MR. COSTER's counsel shall be provided with a copy of said correspondence to the Westchester County District Attorney's Office.

14. MR. COSTER further acknowledges that certain filings and/or reports concerning his alleged actions have been made by the DISTRICT to the New York State Department of Education, Office of School Personnel and Review and Accountability ("OSPRA"), pursuant to Part

83 of the Regulations of the New York State Commissioner of Education. Once the within Settlement Agreement and General Release is fully executed by all parties and approved by the Board of Education, the DISTRICT shall forthwith notify OSPRA that the Education Law §3020-a administrative proceeding has been resolved to the DISTRICT's satisfaction. MR. COSTER's counsel shall be provided with a copy of said correspondence to OSPRA.

15. Except as otherwise set forth in this Agreement, both parties do not admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and are entering into this Agreement solely for the purposes of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between the DISTRICT and MR. COSTER, and (b) avoiding the attorneys' fees and other expenses that will result from continued litigation. No findings of any kind have been made or issued by any mediator, arbitrator, administrative agency or court of law, and MR. COSTER acknowledges that he is not the prevailing party in any action which he has filed against the DISTRICT, or in any action or putative action which may have been filed against him.

16. For purposes of this Agreement the word "RELEASEES" shall include the PEEKSKILL CITY SCHOOL DISTRICT, its members, officers, employees, agents, and independent contractors, the SUPERINTENDENT of the PEEKSKILL CITY SCHOOL DISTRICT, individually and in his official capacity, the BOARD OF EDUCATION OF THE PEEKSKILL CITY SCHOOL DISTRICT, its members, individually and in their official capacity, including, but not limited to Douglas Glickert, Colin Smith, Joseph Urbanowitz, Michael Simpkins, Lisa Aspinall-Kelawon, Jillian Clausen, Maria Pereira, and former Board of Education members Tuesday McDonald, Lisbeth Bock, its officers, employees, agents, and independent contractors.

MR. COSTER, for and in consideration of the payment made by the DISTRICT as set forth herein and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge the PEEKSKILL CITY SCHOOL DISTRICT and RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under state or federal contract or tort law against RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which he, his heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement, except a claim that RELEASEES have failed to comply with any obligations created by this Agreement.

17. Without limiting the generality of the foregoing, MR. COSTER agrees that he knowingly and voluntarily waives all rights he has or may have (or that of anyone on his behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against RELEASEES, whether an individual or class action, with any administrative agency, court or other forum, including, but not limited to claims brought under the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Pregnancy Discrimination Act of 1978, 42 U.S.C. §2000e(k), the Civil Rights Act of 1991, Pub.

L. No. 102-166, 105 Stat. 1071 (1991), 42 U.S.C. §1981, the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the National Labor Relations Act, 29 U.S.C. §151 *et seq.*, the Equal Pay Act of 1963, 29 U.S.C. §206(d), the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 *et seq.*, Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, the New York State Human Rights Law, N.Y. Executive Law §290 *et seq.*, Title IX, 20 U.S.C. §1681 *et seq.*, the New York Civil Rights Law, N.Y. Civil Rights Law §79-e *et seq.*, the New York Equal Pay Law, N.Y. Labor Law §§194-198, the New York Workers' Compensation Law, N.Y. Workers' Compensation Law §1 *et seq.*, under any and all other federal, state and local equal employment, fair employment and civil or human rights law (whether statutory, regulatory or decisional), under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (*e.g.*, assault, battery, false imprisonment, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful termination, negligent hiring, supervision and/or retention, conversion, interference with contract, abusive discharge) and under any and all federal, state and local laws relating to employment and/or gender discrimination, pregnancy discrimination, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

18. To comply with the Older Workers Benefit Protection Act of 1990 (OWBPA), this Agreement and Release has advised MR. COSTER of the legal requirements of the Act, and fully incorporates the legal requirements by reference into this Agreement as follows:

- a) MR. COSTER understands the terms of this Agreement;
- b) MR. COSTER has been advised of his right to consult with an attorney to discuss the terms of this Agreement, and specifically acknowledges that he

has fully discussed the terms of this Agreement with legal counsel of his own choosing and understands the meaning and effect of his waiver of all rights and claims under the ADEA;

- c) MR. COSTER does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d) MR. COSTER is receiving consideration beyond anything of value to which he is already entitled in exchange for his execution of this Agreement;
- e) MR. COSTER acknowledges that RELEASEES have afforded him the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f) The parties acknowledge that MR. COSTER may revoke this Agreement within seven (7) days after the Agreement has been executed by all parties and that the Agreement shall not become effective until the eighth (8<sup>th</sup>) day after the execution of this Agreement. In the event MR. COSTER chooses to exercise his option to revoke this Agreement, MR. COSTER shall notify the DISTRICT CLERK in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

19. This Agreement shall not be effective or binding upon MR. COSTER and/or the DISTRICT unless and until it is approved by the BOARD, by formal resolution.

20. MR. COSTER represents and acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys for RELEASEES, to influence him to sign this Agreement, except such statements as are expressly set forth herein.



21. MR. COSTER acknowledges and agrees that he has been given a sufficient time period within which to consider this Agreement, that he has read this Agreement, that he has fully discussed the terms of this Agreement with legal counsel of his own choosing and that he has fully reviewed with legal counsel the claims and rights which are being released and his obligations under this Agreement. MR. COSTER further acknowledges and agrees that, in deciding to execute this Agreement, he has had the opportunity to ask any questions that he may have of anyone, including legal counsel and other personal advisors of his own choosing, that he has consulted with legal counsel and personal advisors of his own choosing, and that he has executed this Agreement freely, voluntarily, and of his own will, and with full and complete understanding of its terms and effects.

22. MR. COSTER specifically acknowledges that he understands that this Agreement is a legally binding document and that by signing this Agreement he is prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES concerning any matter known or unknown from the beginning of the world through the date of execution of this Agreement, except as expressly permitted by the terms of this Agreement.

23. The parties acknowledge that this Agreement represents the full, final, and complete resolution of this matter; so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties. This Agreement may not be changed except by an instrument in writing signed by the parties.

24. Except as required by law, or except pursuant to the direction of the Commissioner of Education or pursuant to an order of a court of competent jurisdiction, the existence and terms of this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and

negotiations concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement. Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them. In the event a request is made for information concerning this Agreement pursuant to the Freedom of Information Law ("FOIL"), the DISTRICT agrees to provide MR. COSTER with written notice of such request. The DISTRICT further agrees to afford MR. COSTER a reasonable time period to seek injunctive relief regarding such request, notwithstanding the DISTRICT's obligation to timely produce such information pursuant to FOIL. Notwithstanding the foregoing, nothing herein shall preclude MR. COSTER from lawfully providing testimony in any proceeding concerning this matter.

25. If any provision of this Agreement is determined to be contrary to law by a court of competent jurisdiction, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a monetary or fringe benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The arbitrator appointed to hear the matter

shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

26. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

27. The parties agree to cooperate fully and execute this Agreement and all supplementary documents and take any and all additional action, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

28. The parties to this Agreement shall not disparage each other or any RELEASEES hereunder at any time, nor knowingly make any untrue statement with respect to each other or any RELEASEES hereunder. Without limiting the generality of the foregoing, and subject to paragraph "24" of this Agreement, no party to this General Release shall initiate, respond to, or in any way participate in, or contribute to any discussion, public, or private or otherwise, or take part in any other form of publicity, concerning, or in any way relating to, the Charges that were filed against MR. COSTER which led to the execution and terms of this document. The foregoing shall include individuals acting on behalf of the parties.

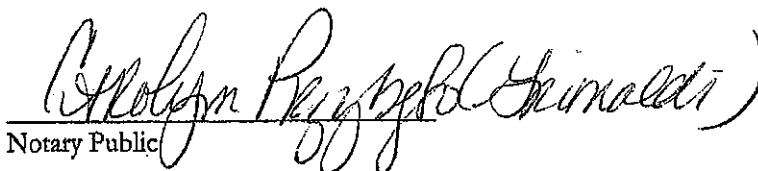
Dated: 9/12/13

By:

  
PAUL COSTER

On the 12<sup>th</sup> day of September, 2013, before me personally came PAUL COSTER, to me known and known to be the individual described herein.

Notary Public



Westchester county:  
026R0145938  
Commission expires

10/13/14

Dated:

9/12/13

By:

Larry Licopoli  
LORENZO LICOPOLI  
INTERIM SUPERINTENDENT OF  
SCHOOLS

On the 12 day of September, 2013, before me personally came LARRY LICOPOLI,  
to me known and known to be the individual described herein.

AMALFIS J. ZUCCO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZU4945506  
Qualified in Westchester County  
My Commission Expires Dec. 19, 2014

Amalfis Zucco  
Notary Public

BOARD OF EDUCATION OF THE  
PEEKSKILL CITY SCHOOL DISTRICT

Dated:

9/12/13

By:

Douglas Glickert  
DOUGLAS GLICKERT  
Board President

On the 12<sup>th</sup> day of September, 2013, before me personally came DOUGLAS  
GLICKERT, to me known and known to be the individual described herein.

Mary Sculnick  
Notary Public

MARY M. SCULNICK  
Notary Public, State of New York  
No. 01SC4844015  
Qualified in Greene County 2015  
Commission Expires March 30, 2015

EXHIBIT "A"



## PEEKSKILL CITY SCHOOL DISTRICT

**Lorenzo Licopoli, Ph.D.**  
Interim Superintendent of Schools

Administration Center, 1031 Elm Street • Peekskill, NY 10566-3499  
(914) 737-3300 FAX: (914) 737-3912  
E-mail: [llcopoli@peekskillcsd.org](mailto:llcopoli@peekskillcsd.org)

September 12, 2013

Paul Coster  
[REDACTED]

**Re: Letter of Reprimand**

Dear Mr. Coster:

This letter shall serve as a formal letter of reprimand concerning certain alleged acts of misconduct, which occurred during the 2007-2008 through 2010-2011 school years.

**THE ALLEGATIONS**

As you know, the District became aware of certain allegations regarding your involvement in the alteration of student records. As you also know, you were provided with the opportunity to respond to the allegations, more specifically set forth below, in a meeting with me on September 11, 2013. You were provided with the opportunity to attend this meeting with a Union representative or legal counsel of your choosing; however, you declined such representation.

As a result of the District's investigation and your responses, it is necessary to put you on notice that certain aspects of your conduct were unprofessional and inappropriate and, if repeated in the future, may lead to disciplinary action.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]. Without admitting any of the  
aforementioned acts, you did admit that certain actions were taken by you that you  
now recognize did not adequately comply with the applicable state law, rules, local  
rules, and/or policies.

The above conduct is unacceptable and exhibits poor judgment on your part. As a professional responsible for providing guidance services to students, you are

expected to comply with all applicable state law, rules, local rules, and/or policies. In the future, you are directed to conduct yourself in a professional manner and to refrain from any further conduct of this nature.

You are hereby placed on notice that any future misconduct, including but not limited to the types of conduct outlined above, shall be considered an act of insubordination and will result in disciplinary action, which may include seeking your termination from employment.

In the event the contents of this letter are in any way unclear or require further clarification, please contact me immediately.

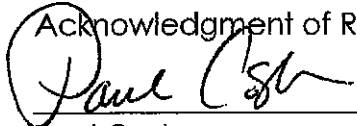
Sincerely,



Lorenzo Licopoli  
Interim Superintendent of Schools

cc: Personnel File

Acknowledgment of Receipt:

  
Paul Coster

9/12/13  
Dated